

CONSTITUTIONAL OFFICER MEMORANDUM OF AGREEMENT

THIS CONSTITUTIONAL OFFICER MEMORANDUM OF AGREEMENT, made this _____ day of _____, 2004, by and between the **BOARD OF SUPERVISORS OF FAUQUIER COUNTY, VIRGINIA**, (hereinafter "the Board"), and **ELIZABETH LEDGERTON, FAUQUIER COUNTY TREASURER; CHARLIE RAY FOX, FAUQUIER COUNTY SHERIFF; ROSS D'URSO, FAUQUIER COUNTY COMMISSIONER OF REVENUE; JONATHAN LYNN, FAUQUIER COUNTY COMMONWEALTH'S ATTORNEY; and GAIL BARB, CLERK OF THE CIRCUIT COURT OF FAUQUIER COUNTY** (hereinafter collectively "the Officers.)

RECITALS

Recital 1. WHEREAS, In accordance with Section 2.2 -3008 of the Code of Virginia, as amended, employees of Constitutional Officers may be accepted in a local governing body's grievance procedure or personnel system if agreed to by both the Constitutional Officer and the local governing body; and

Recital 2. WHEREAS, The Officers receive salary allocations from the Commonwealth of Virginia's Compensation Board for themselves and some of their employees; and

Recital 3. WHEREAS, The Board currently funds out of local revenue, and without Compensation Board funding, the salaries of some of the employees of the Officers; and

Recital 4. WHEREAS, The Officers desire that the Board supplement the salary allocations for themselves and those employees which are Compensation Board funded, as permitted by law; and

Recital 5. WHEREAS, As permitted by law the Board is willing to fund the salaries of the locally funded employees of the Officers and to supplement the funding allocated by the Compensation Board for the salaries of the officers and those employees funded by the

Compensation Board in consideration of the Officers agreeing to adopt and abide by certain of the Board's Personnel, Procurement, Travel, Finance, and Donation, policies; and

Recital 6. WHEREAS, Virginia Code Section 15.2-1605.1 permits Officers and the Board of Supervisors to agree that the Board will supplement the salaries of the Officers and their deputies and employees; now, therefore

AGREEMENT

In consideration of the mutual covenants and promises contained herein, the Board and the Officers agree as follows:

1. The term of this agreement will be from January 1, 2004 through December 31, 2007 or as to each individual Officer upon the expiration of his or her term of office if sooner than December 31, 2007.

2. Employees of a constitutional officer shall be considered employees of the officer regardless of whether the employee is county or compensation board funded.

3. All permanent employees of the Officers are hereby included within the competitive service system of the County. For purposes of this agreement, the term "competitive service system" shall include all exempt and non-exempt employees of the Officers who shall be hired, appointed, promoted, disciplined, terminated, transferred, classified, and compensated solely in accordance with the provisions of the Fauquier County Personnel Policies and the County Uniform Pay and Classification Plan. Provided, however, that pursuant to Virginia Code Section 15.2-1604 no Officer shall be required to comply with the County's hiring policies when filling a policy-making position, confidential or personal staff positions, or special sensitive law-enforcement positions normally regarded as undercover work. For purposes of this Paragraph the phrase "policy making position, confidential or personal staff position" shall mean the position of chief deputy of the Officer.

4. Except as provided herein or required by law, the Officers do hereby adopt and agree that they and their employees shall be under the Board's Personnel, Finance, Procurement, Travel and Donation Policies.

5. The Board agrees that, except, as required by law, all of the employees of the Officers shall be classified, graded and compensated (to include fringe benefits) in conformance

with the County's Uniform Pay and Classification Plan and to the extent required to meet the level of compensation accorded under that plan, the Board will, subject to the lawful appropriation of funds, supplement the funds appropriated by the Compensation Board. The Board also agrees to supplement the salaries of the Officers in an amount determined by the Board after consultation with the Officers.

6. The Officers acknowledge and agree that, except as provided by law or properly authorized restrictions on supplanting the funds, any increase in funding by the Compensation Board shall, to the extent that the funding does not increase the salary of the Officer or their employees above the level of compensation set by the County's Uniform Pay and Classification Plan or in the case of an Officer above the level compensation set by the Board, be used to supplant County funding of the Officer's or employees' salary.

7. To the extent the provisions of any County policy or its Uniform Pay and Classification Plan conflicts with any mandatory requirements established by the Commonwealth or the Compensation Board, the mandatory requirement shall control.

WITNESS the following signatures and seals:

**THE BOARD OF SUPERVISORS
OF FAUQUIER COUNTY**

by _____

SHERIFF

COMMONWEALTH'S ATTORNEY

COMMISSIONER OF REVENUE

CLERK OF THE CIRCUIT COURT

TREASURER